

SUPPLEMENTAL AGREEMENT

DATED AS OF JANUARY 6, 1971

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF OCTOBER 21, 1970

AND

SUPPLEMENTAL AGREEMENTS

DATED AS OF NOVEMBER 5, 1970

AND

DATED AS OF DECEMBER 1, 1970

AND

DATED AS OF JANUARY 4, 1971

BETWEEN

BETHLEHEM STEEL CORPORATION,  
Lessor

AND

TRAILER TRAIN COMPANY,  
Lessee

RECORDATION NO. 5862-9  
Filed & Recorded  
JAN 18 1971 - 5 44 PM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated January 6, 1971,  
between Bethlehem Steel Corporation, a corporation organized under the laws  
of the State of Delaware (hereinafter sometimes called the "Lessor"), and  
TRAILER TRAIN COMPANY, a corporation organized under the laws of the  
State of Delaware with an office at 1819 Kennedy Boulevard, Philadelphia,  
Pennsylvania (hereinafter sometimes called the "Lessee"):

WITNESSETH:

WHEREAS, by Railroad Equipment Lease dated October 21, 1970,  
as amended on November 5, 1970, December 1, 1970 and January 4, 1971  
(hereinafter called the "Lease"), Lessor leased to Lessee the railroad flat  
cars therein set forth:

WHEREAS, the Lessee has requested the Lessor to supplement the  
Lease to include thereunder additional railroad flat cars;

NOW, THEREFORE, the parties hereto in consideration of the premises,  
and each intending to be legally bound hereby, do hereby agree as follows:

1. The Lease is hereby supplemented by the inclusion of the following  
railroad flat cars under its terms and conditions:

(17) 89'4" Standard Flat Cars, without components, except  
hydraulic draft gears and couplers, to be numbered  
963761 to 963777, both inclusive, shall be purchased at  
\$16,553.39, each.

2. The Lease, as supplemented by this Agreement, shall continue  
in full force and effect.

3. Lessee will, at its expense, upon execution and delivery of this

Agreement, caused the same to be duly filed and recorded with Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and wherever else required in order to publish notice of and to protect the title of Lessor to the Cars.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf and sealed with their respective seals as of the date first above written.

Attest:

BETHLEHEM STEEL CORPORATION

*J. R. Houck*  
Assistant Secretary

By: *James L. L.*  
VICE PRESIDENT

SEAL

Attest:

TRAILER TRAIN COMPANY

*A. F. Hunter*  
Assistant Secretary

By: *J. A. Seemann*  
Vice President and Treasurer

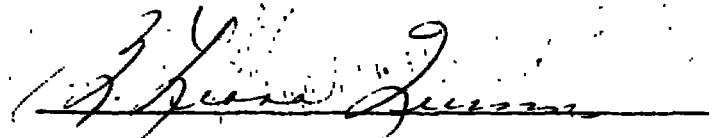
SEAL

COMMONWEALTH OF PENNSYLVANIA (

( ss

COUNTY OF NORTHAMPTON (

On this 8<sup>th</sup> day of December, 1971 before me personally  
appeared FRANCIS VAN NUYS, to me personally known, who,  
being by me duly sworn, says that he is a VICE PRESIDENT  
of Bethlehem Steel Corporation, that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of its Board of Directors and  
he acknowledged that the execution of the foregoing instrument was the free  
act and deed of said corporation.



My Commission Expires  
March 24, 1971  
City of Bethlehem  
Northampton County

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF PHILADELPHIA )

On this 6<sup>th</sup> day of JANUARY, 19 71 before me

personally appeared, J. A. Brennan, Jr., to me personally

known, who, being by me duly sworn, says that he is Vice President and Treasurer


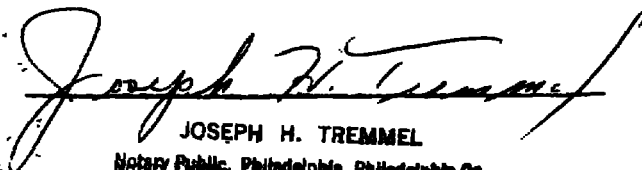
of Trailer Train Company, that the seal affixed to the fore-

going instrument is the corporate seal of said corporation, that said

instrument was signed and sealed on behalf of said corporation by authority

of its Board of Directors and he acknowledged that the execution of the

foregoing instrument was the free act and deed of said corporation.

JOSEPH H. TREMMEL  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires April 8, 1974

CERTIFICATE OF ACCEPTANCE  
UNDER RAILROAD EQUIPMENT LEASE

TO: BETHLEHEM STEEL CORPORATION

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Lessee"), for the purpose of the Railroad Equipment Lease dated October 21, 1970, amended November 5, 1970, December 1, 1970, January 4, 1971 and January 6, 1971, between you, as Manufacturer and the Lessee, do hereby certify that I have inspected, received, approved and accepted delivery on behalf of the Lessee under said Railroad Equipment Lease of the following units of railroad equipment:

Type of Cars:

Place Accepted: Johnstown, Pennsylvania

Date Accepted:

Number of Units:

Numbered:

I do further certify that the foregoing cars are in good order and condition and conform to the specifications applicable thereto, and to all applicable Interstate Commerce Commission requirements and specifications and to all standards of the Association of American Railroads. The execution of this certificate will in no way relieve the Manufacturer of its duty or decrease its responsibility (1) to produce and deliver the railroad equipment indicated above in accordance with the terms of the purchase agreement and (2) in respect of its warranty in the Lease of Railroad Equipment, be of good workmanship, constructed with quality materials, and be free of defects.

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Inspector and Authorized  
Representative of  
TRAILER TRAIN COMPANY

SPECIAL CERTIFICATE

TO: TRAILER TRAIN COMPANY

I, a duly appointed inspector and authorized representative of Trailer Train Company (hereinafter called the "Company"), do hereby certify that I have inspected the following described flat cars at the time and place of their acceptance on behalf of the Company under the terms of the Railroad Equipment Lease dated October 21, 1970, amended November 5, 1970, December 1, 1970, January 4, 1971 and January 6, 1971, between BETHLEHEM STEEL CORPORATION and the Company:

Type of Cars:

Number of Units:

Place Accepted: Johnstown, Pennsylvania

Date Accepted:

Numbered:

I do further certify that there was plainly, distinctly, permanently and conspicuously marked by stencilling on each side of each unit at the time of its acceptance, in letters not less than one inch in height, the following legend:

"Owned by a Bank or Trust Company Under a Security Agreement  
Filed Under the Interstate Commerce Act, Section 20c"

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Inspector and Authorized  
Representative of  
TRAILER TRAIN COMPANY